EXHIBIT A

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AO 88 (Rev. 1/94) Subpoena in a Civil Case

Issued by the

UNITED STATES DISTRICT COURT

Southern DISTRICT OF New York

AdvanceMe, Inc.
V.
RapidPay, et al.

SUBPOENA IN A CIVIL CASE

Case Number:[1] 6:05-CV-424 (E.D. Tex.) (LED)

TO: Northern Leasing Systems, Inc.
132 West 31st Street, 14th Floor
New York, New York 10001

☐ YOU ARE COMMANDED to appear in the United States District court at the place, date, and time specified below to testify in the above case.

PLACE OF TESTIMONY	COURTROOM
	DATE AND TIME

☒ YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION	DATE AND TIME
Paul Hastings Janofsky & Walker LLP Park Avenue Tower, 75 E. 55th Street, First Floor New York, NY 10022 -- See Attachment A for Deposition Topics	December 20, 2006 at 10:00 a.m.

☒ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects at the place, date, and time specified below (list documents or objects): See Attachment "B" for Requested Documents

PLACE	DATE AND TIME
Paul Hastings Janofsky & Walker LLP Park Avenue Tower, 75 E. 55th Street, First Floor New York, NY 10022	December 18, 2006 at 10:00 a.m.

☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES	DATE AND TIME

Any organization not a party to this suit that is subpoenaed for the taking of a deposition shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, and may set forth, for each person designated, the matters on which the person will testify. Federal Rules of Civil Procedure, 30(b)(6).

ISSUING OFFICER'S SIGNATURE AND TITLE (INDICATE IF ATTORNEY FOR PLAINTIFF OR DEFENDANT)	DATE
[signature], Attorney for Plaintiff, AdvanceMe, Inc.	November 13, 2006

ISSUING OFFICER'S NAME, ADDRESS AND PHONE NUMBER
Robert C. Matz
Five Palo Alto Square, 6th Floor
Palo Alto, CA 94306 (650) 320-1823

(See Rule 45, Federal Rules of Civil Procedure, Parts C & D on next page)

[1] If action is pending in district other than district of issuance, state district under case number.

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AO 88 (Rev 1/94) Subpoena in a Civil Case

PROOF OF SERVICE

DATE	PLACE
SERVED:	
SERVED ON (PRINT NAME)	MANNER OF SERVICE
SERVED BY (PRINT NAME)	TITLE

DECLARATION OF SERVER

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Proof of Service is true and correct.

Executed on ______

SIGNATURE OF SERVER

ADDRESS OF SERVER

Rule 45, Federal Rules of Civil Procedure, Parts C & D:

(c) PROTECTION OF PERSONS SUBJECT TO SUBPOENAS.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction which may include, but is not limited to, lost earnings and reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d) (2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to comply production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3) (A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it

(i) fails to allow reasonable time for compliance,

(ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c) (3) (B) (iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held, or

(iii) requires disclosure of privileged or other protected matter and no exception or waiver applies, or

(iv) subjects a person to undue burden.

(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

(iii) requires a person who is not a party or an officer of a party to incur substantial expense to travel more than 100 miles to attend trial, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena, or, if the party in who behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) DUTIES IN RESPONDING TO SUBPOENA.

(1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

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ATTACHMENT A – DEPOSITION TOPICS

Notwithstanding any definition set forth below, each word, term, or phrase used in this Attachment A to the Subpoena in a Civil Case is intended to have the broadest meaning permitted under the Federal Rules of Civil Procedure.

DEFINITIONS

A. The word "document" includes the plural as well as the singular, has the meaning ascribed to them in Federal Rule of Civil Procedure 34(a), and is synonymous with the terms "writing" and "recording" as defined in Rule 1001 of the Federal Rules of Evidence, and is intended to include any and all manner of written, typed, printed, reproduced, filmed or recorded material, and all photographs, pictures, plans, drawings or other representations of any kind of anything pertaining, describing, referring or-relating, directly or indirectly, in whole or in part, to the subject matter of the interrogatory, and the term includes, but without limitation:

B. Papers, books, journals, ledgers, statements, memoranda, reports, invoices, work sheets, work papers, notes, transcription of notes, letters, correspondence, abstracts, diagrams, plans, blueprints, specifications, pictures, drawings, films, photographs, graphic representations, diaries, calendars, desk calendars, lists, logs, publications, advertisements, instructions, minutes, orders, messages, resumes, summaries, agreements, contracts, telegrams, telexes, cables, recordings, or any other writing, typing, printing, photostatic or other forms of communications that are recorded, reproduced or stored electronically as well as all notations on the foregoing;

C. Originals and all other copies not absolutely identical; and

D. All drafts and notes (whether typed or handwritten or otherwise) made or prepared in connection with each such document, whether used or not.

E. The term "communications" shall include all oral or written communications, including but not limited to telephone calls, voicemails, in person conferences, e-mails, facsimiles, letters, memoranda, notes, instant messages or any other form of oral or written communication employed by Northern Leasing Systems, Inc. or First Funds LLC.

F. The term "person" means, in the plural as well as in the singular, any natural person, firm, association, partnership, corporation, federal, state, or local government or government agency, or other form of legal entity, as the case may be.

G. The term "entity" includes, in the plural as well as in the singular, without limitation all natural persons, businesses, corporations, companies, enterprises, organizations, associations, trade groups, and any divisions, affiliates, subsidiaries, sections, branches, elements or parts thereof.

H. The term "third party" includes, in the plural as well as in the singular, without limitation all natural persons, businesses, corporations, companies, enterprises, organizations, associations, trade groups, and any divisions, affiliates, subsidiaries, sections, branches, elements or parts thereof

I. The term "computerized payment receiver" shall mean any entity or account capable of receiving payments or credits electronically.

J. The term "Northern Leasing Systems" shall mean Northern Leasing Systems, Inc. and any of its parents, subsidiaries, divisions, affiliates, sections, branches, elements or parts thereof.

K. The term "First Funds LLC" shall mean First Funds LLC and any of its parents, subsidiaries, divisions, affiliates, affiliated-companies, sections, branches, elements or parts thereof.

L. The term "'281 Patent" means U.S. Patent No. 6,941,281.

M. The term "merchant" shall mean any entity or individual with the capacity to accept a credit card, debit card, smart card, or charge card as payment for goods and services.

N. The term "merchant processor" shall mean any entity or individual capable of processing payments made by credit card, debit card, smart card, or charge card.

O. The term "lender" shall mean any entity or individual who loans or advances money – either directly or indirectly – to a merchant in connection with a First Funds program.

P. The term "card issuer" shall mean any entity or person that issues a credit card, debit card, smart card, or charge card.

Q. The term "POS Terminal" shall mean a point-of-sale terminal and shall include any device capable of obtaining or receiving information from a credit card, debit card, smart card, or charge card.

R. The term "joint defense agreement" shall mean any contract or agreement entered into between First Funds LLC and any third party for the purpose of providing funding for the defense of Civil Case Number 6:05-cv-424 (LED) (E.D. Texas), or for the purpose of searching for prior art against or for the '281 Patent.

S. The term "joint defense fund" shall any monies collected, provided, donated, or held in connection with a joint defense agreement, or for the purpose of providing funding for the defense of Civil Case Number 6:05-cv-424 (LED) (E.D. Texas), or for the purpose of searching for prior art against or for the '281 Patent.

T. The words "you" and "your" refer to Northern Leasing Systems, Inc. and all of its officers, directors, employees, consultants and agents.

U. The word "license" means and includes each and every sub-license.

V. "Any" and "all" shall include "each" and "every."

W. The use of a noun in singular form includes the plural form, and vice versa;

X. The use of a word in masculine form includes the feminine, and vice versa.

MATTERS ON WHICH EXAMINATION IS REQUESTED

1. Northern Leasing Systems' business and contractual relationship with First Funds LLC.

2. Northern Leasing Systems' role in the operation of First Funds LLC's programs, including the installation, servicing, repair, licensing, purchasing, or implementation of computer systems, computer software, accounting systems, or databases that facilitate the operation of First Funds LLC's programs.

3. All information, products, or software sold, licensed, distributed, installed, recommended, identified, or provided by Northern Leasing Systems to First Funds LLC or a merchant in connection with First Funds LLC's programs.

4. All information, products, or software sold, licensed, distributed, installed, recommended, identified, or provided by Northern Leasing Systems to a merchant or merchant processor in connection with First Funds LLC's programs that facilitates communication between a merchant and a merchant processor.

5. The manner and means by which Northern Leasing Systems configures, reconfigures, programs, or reprograms a merchant's POS Terminal or credit card reader to facilitate participation in First Funds LLC's programs.

6. Communications between Northern Leasing Systems and First Funds LLC concerning the lawsuit AdvanceMe filed against First Funds LLC (Civil Action No. 6:05-cv-424 (LED) (E.D. Texas)).

7. Communications between Northern Leasing Systems and First Funds LLC concerning AdvanceMe, Inc.'s '281 Patent.

8. Communications exchanged between Northern Leasing Systems and First Funds LLC reflecting any opinions of counsel with respect to the infringement or invalidity of the '281 Patent.

9. Documents, reports, memoranda, analysis, appraisals, or evaluations of First Funds LLC's business operations, including but not limited to its programs.

10. The location of all facilities owned, leased, rented, maintained, or used by Northern Leasing Systems in the operation of its business.

11. The location of all facilities owned, leased, rented, maintained, or used by First Funds in the operation of its programs.

12. The identity of all principals or employees of Northern Leasing Systems who consult, communicate, work, or interact with First Funds LLC, including but not limited to the nature of their contact with First Funds LLC.

13. The manner in which merchant processors forward payments, or portions thereof, received from merchants to First Funds LLC or any other third party including but not limited to banks, card issuers, or payment receivers.

14. The manner in which First Funds LLC applies amounts received from merchant processors or credit card processors to reduce any obligations owed by merchants in connection with First Funds LLC's programs.

15. The manner in which First Funds LLC acts as a merchant processor or credit card processor, including but not limited to the manner in which First Funds LLC authorizes and/or settles credit card payments in connection with First Funds LLC's programs.

16. The manner in which First Funds LLC acts as a computerized payment receiver.

17. The manner in which First Funds LLC utilizes computerized systems and equipment in its business, including but not limited to the identity of the computer systems and equipment utilized by First Funds LLC

18. The identity and role of First Funds LLC's investors, business partners, joint venturers, or guarantors, and the extent of their investment and involvement in First Funds LLC.

19. First Funds LLC's business and contractual relationships with merchant processors, including but not limited to their role in the operation of First Funds LLC's programs.

20. Northern Leasing Systems' document retention policies, including its policies related to the backup and storage of electronic data

21. First Funds LLC's document retention policies, including its policies related to the backup and storage of electronic data.

22. The documents, reports, and other information First Funds LLC receives from merchant processors in connection with First Funds LLC's programs.

23. The documents, reports, and other information First Funds LLC receives from Northern Leasing Systems receives from First Funds LLC in connection with First Funds LLC's programs.

24. The documents, reports and other information Northern Leasing Systems provides to First Funds LLC in connection with First Funds LLC's programs.

25. The manner in which Northern Leasing Systems stores or retains the documents, reports, and other information it receives from or transmits to First Funds LLC and the merchants or merchant processors working with First Funds LLC in connection with First Funds' programs

26. The manner in which First Funds LLC stores or retains the documents, reports, and information it receives from merchants and merchant processors in connection with First Funds LLC's programs.

27. The identity of all lenders who provide funding to First Fund LLC or to a merchant in connection with First Funds LLC's programs.

28. Northern Leasing Systems' business and contractual relationship with Reach Financial, LLC, if any.

29. Northern Leasing Systems' business and contractual relationship with Merchant Money Tree, Inc., if any.

30. Northern Leasing Systems' business and contractual relationship with Fast Transact, Inc. d/b/a Simple Cash, if any.

31. Northern Leasing Systems' business and contractual relationship with AmeriMerchant, LLC, if any.

ATTACHMENT B – DOCUMENTS REQUESTED

Notwithstanding any definition set forth below, each word, term, or phrase used in this Notice of Deposition is intended to have the broadest meaning permitted under the Federal Rules of Civil Procedure.

DEFINITIONS

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C. Originals and all other copies not absolutely identical; and

D. All drafts and notes (whether typed or handwritten or otherwise) made or prepared in connection with each such document, whether used or not.

E. The term "communications" shall include all oral or written communications, including but not limited to telephone calls, voicemails, in person conferences, e-mails, facsimiles, letters, memoranda, notes, instant messages or any other form of oral or written communication employed by Northern Leasing Systems, Inc. or First Funds LLC.

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H. The term "third party" includes, in the plural as well as in the singular, without limitation all natural persons, businesses, corporations, companies, enterprises, organizations, associations, trade groups, and any divisions, affiliates, subsidiaries, sections, branches, elements or parts thereof

I. The term "computerized payment receiver" shall mean any entity or account capable of receiving payments or credits electronically.

J. The term "Northern Leasing Systems" shall mean Northern Leasing Systems, Inc. and any of its parents, subsidiaries, divisions, affiliates, sections, branches, elements or parts thereof.

K. The term "First Funds LLC" shall mean First Funds LLC and any of its parents, subsidiaries, divisions, affiliates, affiliated-companies, sections, branches, elements or parts thereof.

L. The term "'281 Patent" means U.S. Patent No. 6,941,281.

M. The term "merchant" shall mean any entity or individual with the capacity to accept a credit card, debit card, smart card, or charge card as payment for goods and services.

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R. The term "joint defense agreement" shall mean any contract or agreement entered into between First Funds LLC and any third party for the purpose of providing funding for the defense of Civil Case Number 6:05-cv-424 (LED) (E.D. Texas), or for the purpose of searching for prior art against or for the '281 Patent.

S. The term "joint defense fund" shall any monies collected, provided, donated, or held in connection with a joint defense agreement, or for the purpose of providing funding for the defense of Civil Case Number 6:05-cv-424 (LED) (E.D. Texas), or for the purpose of searching for prior art against or for the '281 Patent.

T. The words "you" and "your" refer to Northern Leasing Systems, Inc. and all of its officers, directors, employees, consultants and agents.

H. The word "license" means and includes each and every sub-license.

U. "Any" and "all" shall include "each" and "every."

V. The use of a noun in singular form includes the plural form, and vice versa;

W. The use of a word in masculine form includes the feminine, and vice versa;

DOCUMENTS REQUESTED

1. All contracts, agreements, or memoranda of understanding between Northern Leasing Systems and First Funds LLC.

2. All documents concerning Northern Leasing Systems' role in the operation of First Funds LLC's programs, including the installation, servicing, repair, licensing, purchasing, or implementation of computer systems, computer software, accounting systems, or databases that facilitate the operation of First Funds LLC's programs.

3. All documents concerning the information, products, or software sold, licensed, distributed, installed, recommended, identified, or provided by Northern Leasing Systems to First Funds LLC or a merchant in connection with First Funds LLC's programs.

4. All documents concerning the information, products, or software sold, licensed, distributed, installed, recommended, identified, or provided by Northern Leasing Systems to a merchant or merchant processor in connection with First Funds LLC's programs that facilitates communication between a merchant and a merchant processor.

5. Documents sufficient to establish the manner and means by which Northern Leasing Systems configures, reconfigures, programs, or reprograms a merchant's POS Terminal or credit card reader to facilitate participation in First Funds LLC's programs.

6. All documents concerning the lawsuit AdvanceMe filed against First Funds LLC (Civil Action No. 6:05-cv-424 (LED) (E.D. Texas)).

7. All documents concerning AdvanceMe, Inc.'s '281 Patent.

8. All documents concerning any opinions of counsel with respect to the infringement or invalidity of the '281 Patent.

9. All documents, reports, memoranda, analysis, appraisals, or evaluations of First Funds LLC's business operations.

10. Documents sufficient to establish the location of all facilities owned, leased, rented, maintained, or used by Northern Leasing Systems in the operation of its business.

11. Documents sufficient to establish the identity of all principals or employees of Northern Leasing Systems who consult, communicate, work, or interact with First Funds LLC, including but not limited to the nature of their contact with First Funds LLC.

12. All documents concerning the manner in which merchant processors forward payments, or portions thereof, received from merchants to First Funds LLC or any other third party including but not limited to banks, card issuers, or payment receivers.

13. All documents concerning the manner in which First Funds LLC applies amounts received from merchant processors or credit card processors to reduce any obligations owed by merchants in connection with First Funds LLC's programs.

14. All documents concerning the manner in which First Funds LLC acts as a merchant processor or credit card processor, including but not limited to the manner in which First Funds LLC authorizes and/or settles credit card payments in connection with First Funds LLC's programs.

15. All documents concerning the manner in which First Funds LLC acts as a computerized payment receiver.

16. All documents concerning the manner in which First Funds LLC utilizes computerized systems and equipment in its business, including but not limited to the identity of the computer systems and equipment utilized by First Funds LLC.

17. All documents concerning the identity and role of First Funds LLC's investors, business partners, joint venturers, or guarantors, and the extent of their investment and involvement in First Funds LLC.

18. All documents concerning First Funds LLC's business and contractual relationships with merchant processors, including but not limited to their role in the operation of First Funds LLC's programs.

19. All documents concerning Northern Leasing Systems' document retention policies, including its policies related to the backup and storage of electronic data.

20. All documents concerning First Funds LLC's document retention policies, including its policies related to the backup and storage of electronic data.

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23. All documents, reports and other information Northern Leasing Systems provides to First Funds LLC in connection with First Funds LLC's programs.

24. All documents concerning the manner in which Northern Leasing Systems stores or retains the documents, reports, and other information it receives from or transmits to First

Funds LLC and the merchants or merchant processors working with First Funds LLC in connection with First Funds' programs

25. All documents concerning the manner in which First Funds LLC stores or retains the documents, reports, and information it receives from merchants and merchant processors in connection with First Funds LLC's programs.

26. All documents concerning the identity of all lenders who provide funding to First Fund LLC or to a merchant in connection with First Funds LLC's programs.

27. All documents concerning Northern Leasing Systems' business and contractual relationship with Reach Financial, LLC.

28. All documents concerning Northern Leasing Systems' business and contractual relationship with Merchant Money Tree, Inc.

29. All documents concerning Northern Leasing Systems' business and contractual relationship with Fast Transact, Inc. d/b/a Simple Cash.

30. All documents concerning Northern Leasing Systems' business and contractual relationship with AmeriMerchant.

31. All documents exchanged between Sara Krieger and First Funds LLC.

32. All documents exchanged between Abbas Muhammad and First Funds LLC.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the **Subpoena In A Civil Case – Northern Leasing Systems, Inc.** was served upon the following counsel of record:

Willem G. Schuurman bschuurman@velaw.com Joseph D. Gray jgray@velaw.com VINSON & ELKINS, LLP 2801 Via Fortuna, Ste. 100 Austin, Texas 78746 Phone: (512) 542-8400 Fax: (512) 236-3476 Attorneys for Defendants FIRST FUNDS LLC; MERCHANT MONEY TREE, INC.; REACH FINANCIAL, LLC	Hilary Preston hpreston@velaw.com VINSON & ELKINS, LLP 666 Fifth Ave., 26th Fl. New York, NY 10103 Phone: 212.237.0000 Fax: 212.237.0100 Attorneys for Defendant AmeriMerchant, LLC FIRST FUNDS LLC; MERCHANT MONEY TREE, INC.; REACH FINANCIAL, LLC
Douglas R. McSwane, Jr. dougmcswane@potterminton.com POTTER MINTON, P.C. 110 North College Tyler, Texas 75702 Phone: (903) 597-8311 Fax: (903) 593-0846 FIRST FUNDS LLC; MERCHANT MONEY TREE, INC.; REACH FINANCIAL, LLC	

by the following service:

X United States Mail, First Class Delivery
☐ Overnight Delivery Service
☐ Messenger/Hand Delivery
☐ Facsimile Delivery

X E-Mail Delivery

I declare the foregoing to be true and correct. Executed this 13th day of November, 2006, at Palo Alto, California.

Rose Jones-Shine